

February 24, 2005

Harbro Sales & Service, Inc.
P.O. Box 578
546 Providence Rd.
Linwood, MA 01525

Comments/Motion for Extension of Time

Re: WC Docket No. 05-38
Comp. Pol. File No. 696

To Whom it May Concern:

This letter is a follow up/update to a request for an extension regarding the above referenced application by Choice One Communications to terminate services in Whitinsville, Massachusetts.

This letter is a brief description of the events that have led to the need for an extension. Complete records of e-mail and phone conversations leading to this request are available if necessary. If further details are required for this extension to be granted, please call or contact Jason Malo at Phone: 508-234-6767, e-mail: jasonm@harbroauto.com, or mail to the address above.

In early August, 2004, our business, Harbro Sales & Service, Inc., began researching new phone systems with the idea of leveraging the new VoIP technology. Our goals for this project were to purchase one phone system that would service both our locations. This would allow us to centralize our receptionist duties, allow internal paging between the two sites and incorporate voicemail functionality all with one phone system. After extensive research and discussions with several phone system vendors, we concluded that this new technology would achieve our objectives but it would also require us to reconfigure our phone services.

Our next step was to research our options for phone services. In this stage, our goals were focused around reliability...with the new phone system, our second location in Webster, MA will be completely dead to the outside world if the Point to Point T1 fails since this line will be carrying our data network for our computer system and also our phone services. This immediately raised a question in our mind about whether or not we could comfortably remain with Choice One as our phone service provider. This concern came up as a result of the past issues that we had experienced with poor reliability through Choice One. (Note: We had experienced quite a few outages, especially during the first half of 2004. We are still waiting for billing credits from Choice One for these outages.) With this in mind, we decided to look into alternative options for our phone services. We interviewed and received quotes from five other phone service providers and felt most comfortable with Verizon. The quote from Verizon was significantly higher (\$400/month) than our monthly bills from Choice One but the promise/guarantee of a stable connection forced us in that direction. At this point (mid November 2004) we contacted Choice One to discuss canceling our services and explained our reasoning. Choice One was very abrasive and wouldn't budge on our contractual agreement even after we explained our hesitation due to past problems. Choice One sent us a letter (see the last page of this letter) stating that we would be charged a \$3943 cancellation fee. This threw a wrench in our plans so we were forced to at least consider staying with Choice One and negotiating an exit clause in

the event that they were unable to follow through on their promise of reliability. Our conversations with the Choice One sales representatives began in late November. After several weeks of discussions and negotiations, the sales rep came into our office and told us that he had just gotten word from the head office that Choice One was going to be closing down their services in the Whitinsville area and that they would not be able provide us with the new services and would also be canceling our current services! This news came as a relief in one respect because we would be able to choose another provider that offered better reliability but it had also wasted a month of time. We immediately requested that Choice One provide us with a letter confirming the statements that their rep had made so that we could move forward on our project. Choice One refused, even after speaking with three different levels of management and customer service...they stated that their legal department was in the process of drafting a letter and that noone else in the company had the authority to put the statement in writing and that we would have to wait until the letter was mailed after the first of the year. We received our first letter around 1/12/05 stating that our services would be terminated as of 3/7/05 and that we needed to choose a new provider. Realizing that we would never be able to meet this deadline, we drafted a letter to request an extension and mailed it, as directed in the Choice One notice, by certified mail to the FCC office on 1/20/05. Since drafting that letter, we have dedicated many man hours (at a significant cost to our business) to the phone system project to enable us to get as close to the deadline as possible. We heard nothing from either Choice One or the FCC until last week...at which time we updated both parties on our current status and confirmed that we will definitely need the extension that we had previously petitioned for. The FCC representative that we are in communication with, Rodney McDonald, requested that we post an electronic update by 2/25/05.

We have asked Verizon to draft a formal contract for us to review. The Verizon rep has promised that we will have the contract in our hand by tomorrow (2/25/05). We will begin reviewing the contract as soon as it arrives and if all appears to be in order we plan to sign the contract by Tuesday (3/1/05). Verizon has quoted us an install timeframe of 30 days from the date that we sign the contract. This is all assuming that there are no problems with the contract and/or the install process. Assuming a flawless process, our new services should be up and running by 3/31/05. Since there has probably never been a flawless contract/install in the history of business, we would like the extension to allow for some room-for-error. We are requesting that we be granted an extension until at least 4/6/05. We are asking that the panel seriously consider the whole situation and understand the crippling effect this service termination will have on our business if it is allowed to proceed on Choice One's scheduled request. Thank you all in advance for your understanding.

Sincerely,
Jason Malo
Harbro Sales & Service, Inc.



100 Chestnut Street, Suite 600

Rochester, NY 14604

12/06/2004

Mike Hare
Harbro Auto Sales and Service]
P.O. Box 578
Linwood Ma, 01525

Dear Jason:

It has come to our attention that your business is planning to discontinue your Choice One services. We are disappointed in this news, and hope that you'll reconsider. Your business is greatly valued by Choice One. In an effort to retain your business, we will make every effort to ensure your satisfaction.

We'd like to take this opportunity to remind you of some of the benefits that you enjoy just for being a Choice One client:

- One invoice for all of your Choice One services
- Online billing
- One-to-one Account Management
- Price Commitment – your rates won't increase during your term
- Great savings on multiple service purchases – the more you buy, the more you save!

If you do, in fact, decide to follow through with your original decision to leave Choice One, please be aware that you will be assessed early termination charges of approximately \$3943.00 since your service agreement has not yet been fulfilled.

We appreciate the opportunity you have given Choice One to work for your company. Hopefully, we will have the chance to explore future opportunities. If you should decide to remain a Choice One client, please contact me immediately to avoid the cost and inconvenience of switching local service providers.

Sincerely,

Lori K Dobbs
508-438-2303

